



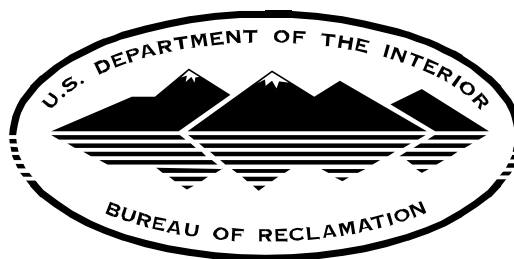
Solicitation No. 00-SP-30-0025
REQUEST FOR PROPOSALS
Total Small Business Set-Aside

Technical and Policy Advice to the Regional Director

Lower Colorado Regional Office
Boulder City, Nevada

2000

United States Department of the Interior
Bureau of Reclamation



WWW.LC.USBR.GOV/~g3100

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SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) ★			RATING		PAGE 7 OF 57	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 00-SP-30-0025		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED April 14, 2000		6. REQUISITION/PURCHASE NUMBER 00301000012	
7. ISSUED BY BUREAU OF RECLAMATION LOWER COLORADO REGION P.O. BOX 61470 BOULDER CITY, NEVADA 89006-1470			CODE LC-3110		8. ADDRESS OFFER TO (If other than Item 7) IF OFFER EXPRESS MAILED, DELIVER TO: IF OFFER HAND CARRIED SEE ITEM 9 BUREAU OF RECLAMATION 400 RAILROAD AVENUE BOULDER CITY NV 89005				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if HAND CARRIED, in the depository located in Room AA-104, Nevada Hwy & Park Street, Annex Building, Boulder City, Nevada 89005 until 2 p.m. local time May 15, 2000 .									
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		★ A. NAME Keith A. Cole, Contracting Officer			B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Kcole@lc.usbr.gov	
					AREA CODE 702	NUMBER 293-8087	EXT.		
11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)		
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x	G	CONTRACT ADMINISTRATION DATA	4	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	13		
x	H	SPECIAL CONTRACT REQUIREMENTS	5	X	M	EVALUATION FACTORS FOR AWARD	3		
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule									
13. DISCOUNT FOR PROMPT PAYMENT ★ (See Section I, Clause No. 52.232-8)		★ 10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		★ 9		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER								
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 9 10 U.S.C. 2304(c)() 9 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ★ ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE LC-3130 Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470						25. PAYMENT WILL BE MADE BY CODE D-7734 Bureau of Reclamation, Reclamation Service Center, Finance and Accounting Services, Attn: D-7734 P.O. Box 25508 Denver, Colorado 80225-0508			
26. NAME OF CONTRACTING OFFICER (Type or print) Keith A. Cole						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable						STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR 48 CFR 53.214(c)			

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Services

The Contractor shall provide nonpersonal professional services for performance of individual orders issued hereunder, in accordance with the terms, conditions and statements of work (specifications) set forth in this contract.

B.2 Authority to Issue Orders

Any Bureau of Reclamation Contracting Officer whose duty station is the Lower Colorado Region, Boulder City, Nevada or the Upper Colorado Region, Salt Lake City, Utah, acting within the limits of his/her appointed authority under the Department of the Interior's Contracting Officer's Warrant System, is authorized to issue Task Orders under this contract. All orders issued under this contract shall be in writing; oral orders are not authorized. Copies of all orders issued and payments processed by the Upper Colorado Region under this contract are to be provided to the Lower Colorado Region, attention LC-3130.

B.3 Travel/Per Diem

The Government will reimburse the Contractor for transportation, lodging, meals, and incidental expenses resulting from task orders performed under this contract in accordance with clause H.5, WBR 1452.231-80 Contractor Reimbursable Travel Costs. The Government shall not reimburse the Contractor for travel costs exceeding the limitations in the clause. To request reimbursement, the contractor shall submit the supporting documentation required by clause H.5 for the travel/per diem with the invoice for the work performed under the task order.

B.4 Pricing Structure

The prices listed below are estimates to be used for the purpose of price evaluation only. The Government will not be liable for awarding all of the quantities listed below. The exact quantities will vary depending upon the statements of work to be issued for the various task orders that will be required during any contract year. Failure on the part of the Government to order all of the quantities shown in the schedule shall not constitute a basis for adjustment in the unit prices. The Government believes these quantities are representative of the maximum amount of work that will be required; however, the Government shall not be held liable for awarding any of the quantities listed on the pricing schedules. The Government's only obligation is as stated in clause I.5, 15.216-19 Order Limitations.

All task orders issued under this contract shall be priced on the basis of the fixed unit prices specified on the following pricing schedules.

The prices for the items for attending meetings shall include in the daily rate all costs for research, consultations, conversations, advice, preparation, and document preparation time which occurs the day of the meeting and all travel time both to and from the meeting location.

The prices for the items for consultation, advice, research, and document preparation shall include in the hourly rate all costs for research, consultations, conversations, advice, preparation including preparation for meetings which occurs other than the day of the meeting, document preparation time, document editing time, and submission/resubmission of documents and reports.

B.5 The Schedule

Continuation of blocks 15A through 15F from the Standard Form 26 Award/Contract.

Schedule for Services and Prices/Costs					
15A. Item No.	15B. Schedule of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SCHEDULE 1: Base Year The Contractor shall provide the following services for a period of one year following the date of contract award:					
1-01	Attending Meetings in the Western States	20	day	\$ _____	\$ _____
1-02	Attending Meetings in Washington DC	15	day	\$ _____	\$ _____
1-03	Consultation, Advice, Research, and Document Preparation	200	hour	\$ _____	\$ _____
Total for Schedule 1					\$ _____
SCHEDULE 2: First Option Year The Contractor shall provide the following services for one calendar year beginning on the first day following the completion of the period of performance of the Base Year:					
2-01	Attending Meetings in the Western States	20	day	\$ _____	\$ _____
2-02	Attending Meetings in Washington DC	15	day	\$ _____	\$ _____
2-03	Consultation, Advice, Research, and Document Preparation	200	hour	\$ _____	\$ _____
Total for Schedule 2					\$ _____

15A. Item No.	15B. Schedule of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SCHEDULE 3: Second Option Year The Contractor shall provide the following services for one calendar year beginning on the first day following the completion of the period of performance of the First Option Year:					
3-01	Attending Meetings in the Western States	20	day	\$ _____	\$ _____
3-02	Attending Meetings in Washington DC	15	day	\$ _____	\$ _____
3-03	Consultation, Advice, Research, and Document Preparation	200	hour	\$ _____	\$ _____
Total for Schedule 3					\$ _____
SCHEDULE 4: Third Option Year The Contractor shall provide the following services for one calendar year beginning on the first day following the completion of the period of performance of the Second Option Year:					
4-01	Attending Meetings in the Western States	20	day	\$ _____	\$ _____
4-02	Attending Meetings in Washington DC	15	day	\$ _____	\$ _____
4-03	Consultation, Advice, Research, and Document Preparation	200	hour	\$ _____	\$ _____
Total for Schedule 4					\$ _____
SCHEDULE 5: Fourth Option Year The Contractor shall provide the following services for one calendar year beginning on the first day following the completion of the period of performance of the Third Option Year:					
5-01	Attending Meetings in the Western States	20	day	\$ _____	\$ _____
5-02	Attending Meetings in Washington DC	15	day	\$ _____	\$ _____
5-03	Consultation, Advice, Research, and Document Preparation	200	hour	\$ _____	\$ _____
Total for Schedule 5					\$ _____

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15A. Item No.	15B. Schedule of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
TOTAL FOR SCHEDULES 1, 2, 3, 4, and 5					\$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Scope/Purpose

The purpose of this contract is to provide the services such as technical and policy advice and assistance to the Regional Directors of the Upper and Lower Colorado Regions of the Bureau of Reclamation and their immediate staffs on a wide variety of water issues. The contractor will serve as the Regional Directors' Counsel and technical expert on activities and issues under the purview of the two regions. These issues would include but not be limited to Colorado River Law, Indian Water Rights, Water Treaties with Mexico, Water Resources Management Policies and Criteria of the Department of the Interior, and water marketing transactions.

The contractor will also be required to accompany the Regional Directors and their immediate staffs to meetings and to participate in discussions and negotiations pertaining to the activities and issues under the purview of their regions. These meetings may be held with power users and water districts, state and local government officials, other federal agencies, tribal representatives, non-governmental organizations, and interested groups and individuals.

C.2 Government-Furnished Items

There are no Government-Furnished items under this contract.

C.3 Contractor-Furnished Items

Contractor shall furnish all labor, supplies, and equipment necessary to perform the services required.

C.4 Requirements

The Bureau of Reclamation's Upper and Lower Colorado Regional Offices are involved in a wide variety of water management issues which requires Reclamation to continually be apprized of federal, state, and local regulations. This contract does not confer exclusive rights to the contractor to provide these services to the organization.

C.4.1. For the Upper and Lower Colorado Regional Directors, the contractor will be required to perform the following duties:

1. Attend meetings or participate via telephone with the Regional Directors and/or immediate staff on water and power issues. Meetings will be held in various locations, primarily within the boundaries of the regions (California, Nevada, Arizona, New Mexico, Utah, and Colorado), or in Washington, D.C.
2. Evaluate and carefully consider statutory and regulatory requirements, agency management and structure, both federal and state public policy program goals and objectives, and public input on various water issues, and advise the Regional Directors.

3. Prepare documents and research various water issues for meeting preparation and for the Regional Directors.

4. Consult with the Regional Directors on a regular basis to make recommendations and provide guidance on appropriate courses of action and means of resolution related to water and power issues associated with the Upper and Lower Colorado Regions.

The contractor shall be available to perform any of the above tasks within 24 hours of being notified of the requirement.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at this address: <http://www.arnet.gov/far>.

52.246-4 Inspection of Services--Fixed-Price (Aug 1996)

E.2 Inspection and Acceptance

(a) Inspection - Inspection will be made by the Contracting Officer or a duly authorized representative, at FOB Destination, within 14 calendar days after the Government receives the final copy of the report. Final inspection will check performance against the criteria stated in Section C, Description/Specifications/Work Statement, and Section F, Deliveries or Performance, as well as detailed requirements of the specific task order.

(b) Acceptance - Acceptance will take place upon completion of the inspection described above, and shall be made only by the Contracting Officer.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at this address: <http://www.arnet.gov/far>.

52.242-15	Stop-Work Order (Aug 1989)
52.242-17	Government Delay of Work (Apr 1984)

F.2 1452.212-905 Contract Performance Period-Indefinite Delivery, Indefinite Quantity
Contracts--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The period of performance for the Basic Contract Period shall be one calendar year from the date of contract award. In reference to clause 52.216-22, Indefinite Quantity, for task orders issued prior to the ending date of the contract, the Contractor shall not be required to continue prosecuting the work after 8 months following expiration of the contract.

The contract term may be extended for four (4) additional option periods of one year each by the Contracting Officer, in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract.

F.3 Task Order Period of Performance

Each order issued under this contract will establish a schedule for completion. Failure by the Contractor to diligently perform the services to successfully meet the required delivery dates will be sufficient grounds for the Contracting Officer to terminate individual orders and this contract.

F.4 Delivery Point

All technical data and reports to be furnished under individual task orders shall be delivered at the Contractor's expense to the applicable Regional Director, either:

Mailing address:	Bureau of Reclamation Lower Colorado Office Attn: Regional Director Code: LC-1000 P.O. Box 61470 Boulder City NV 89006-1470
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or:

Mailing address:	Bureau of Reclamation Upper Colorado Office Attn: Regional Director Code: UC-100 125 South State Street, Room 6103 Salt Lake City UT 84138-1102
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F.5 Deliverables - Reporting Requirements

Two copies of each required document or report shall be submitted in typewritten draft form (double-spaced). The draft document/report shall be due on the date designated on the task order. The document/draft reports will be reviewed by the Government and returned to the contractor for preparation of the final typewritten (single-spaced) reports. When required, the Contractor shall prepare the final reports from the draft reports after appropriate consideration of the Government's review comments. Final reports are due as designated on the task order. The number of copies of the final report to be submitted shall be designated on the task order. The final reports shall be submitted within a cover and the cover shall clearly state that the report is a Bureau of Reclamation report and shall not carry the Contractor's logo or name. The cover shall clearly state what kind of study the report involves and where it took place. The Contractor's identification shall be on the first or title page.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WBR 1452.201-80 Authorities and Limitations--Bureau of Reclamation (Jul 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the contracting officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d) (1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this

paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

G.2 WBR 1452.242-80 Postaward Conference--Bureau of Reclamation (Jul 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at the Bureau of Reclamation, Lower Colorado Regional Office, Boulder City, Nevada.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

G.3 WBR 1452.242-900 Government Administration Personnel--Bureau of Reclamation--Lower Colorado Region (Jul 1998)

The contracting office representative responsible for overall administration of this contract is:

Name and Address:	<u>Kenneth A. Miller, Contracting Officer (LC-3130)</u>		
	<u>Bureau of Reclamation, Lower Colorado Regional Office</u>		
	<u>P.O. Box 61470, Boulder City NV 89006-1470</u>		
Phone No.:	<u>(702) 293-8570</u>	Fax No.:	<u>(702) 293-8499</u>
E-mail:	<u>rbelew@lc.usbr.gov</u>		

G.4 WBR 1452.242-901 Contractor's Administration Personnel--Bureau of Reclamation--Lower Colorado Region (Jul 1998)

The designated contractor official who will be in charge of overall administration of this contract is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No.:	()	FAX No.:	()
E-mail:			

G.5 WBR 1452.242-902 Contractor's Payment Personnel--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No.:	()	FAX No.:	()
E-mail:			

G.6 WBR 1452.243-80 MODIFICATION PROPOSALS -- BUREAU OF RECLAMATION (FEB 2000)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit an analysis which demonstrates that the price proposed for the modification is fair and reasonable;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Changes clause of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Task Order Procedures

The following procedures outline the process for ordering work under this contract:

1. The Requiring Activity (for example, the Regional Director's office) will contact the contractor and provide them with a Statement of Work either orally or in writing (a concise description of the services required, e.g., research, attending a meeting or conference, preparing a report, etc.) and the date or dates that the work will be accomplished. This is not to be construed as the actual ordering of the required services under the contract.

2. The contractor will respond to the Requiring Activity and inform them whether the work can be performed on the specified date or within the specified time frames.

3. Once the Requiring Activity and the contractor have agreed upon and coordinated the elements of the Statement of Work, the Requiring Activity will send an E-Mail message to the applicable Contract Specialist/Contracting Officer and request that a task order be issued for the work. This E-Mail message will also contain a copy of the final Statement of Work, along with the types and amounts of work to be ordered from the contract schedule (for example: Item

1-01, Attending meetings in Boulder City, Nevada for 2 Days; Item 1-03, Consultation, advice, research and document preparation for 2 Hours of telephone consultation with the Lower Colorado Regional Director and 1 Hour of research of water law concerning the Colorado River.)

4. The Contract Specialist will prepare the task order, have the Contracting Officer execute it, and will fax it to the contractor. The Contract Specialist will then reply to the Requiring Activity's E-Mail message to inform them that the task order has been issued. (Note: Funds will be reserved under the contract in an amount estimated to cover work required for the year or a portion of the year for work to be performed for the Lower Colorado Region; actual obligation of the funds shall be made by issuance of each individual task order.)

5. If there are any questions about whether a task order has been issued or not, the applicable Contract Specialist or Contracting Officer shall be contacted.

6. If the contractor does not have a copy of the task order by the day prior to the day the work is to be performed, the contractor should contact either the Requiring Activity or the Contract Specialist.

7. Prior to the event, if any of the requirements in the Statement of Work changes (e.g., the date of a meeting changes, or the amount of time to be spent on a report or letter changes), the Requiring Activity should notify the Contract Specialist immediately so that a modification to the task order may be issued.

8. If the work under a task order is not performed (e.g., if a schedule meeting is canceled and not rescheduled), the Requiring Activity should notify the Contract Specialist at the earliest practicable time so that the task order can be canceled.

9. Under no circumstances shall the Contractor begin performance of work prior to receipt of a Task Order which has been executed by a Contracting Officer.

10. If the Contracting Officer and the Contractor are unable to agree on all terms of a task order prior to its issuance, the Government reserves the right to issue task orders unilaterally. Therefore, the Contractor is obligated to perform the work under the terms of the task order as issued by the Contracting Officer. Any term of a task order with which the Contractor disagrees is subject to the Disputes clause of the contract.

H.2 Advertising of Award

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.3 Qualifications of Personnel

All Contractor, subcontractor, and/or consultant personnel shall be fully qualified and capable of performing under the Statement of Work and the Contractor's proposal as submitted in response to the Statement of Work. Any personnel deemed unqualified or not suited to perform the work called for under this contract shall be subject to removal at the request of the Contracting Officer. The Contractor will be notified 14 calendar days in advance of the Government's requirement to remove any personnel. The Contractor shall replace personnel within 30 days after the date of removal from the contract. Contractor personnel are subject to removal if they display conduct unbecoming to a U.S. citizen (or representative of the Government), unsatisfactory work performance or unsafe work habits. The decision to request removal of personnel is expressly and solely reserved for the Contracting Officer, and their decision shall be final. Substitute personnel shall be subject to the Government's approval.

H.4 Contractor Identification While Visiting Government Facilities

When visiting Government facilities, the Contractor shall wear company badges which prominently identify them as being employees of their firm and not Government employees.

H.5 WBR 1452.231-80 Contractor Reimbursable Travel Costs--Bureau of Reclamation
(Apr 2000)

(a) In addition to the requirements of the allowable cost and payment clauses of this contract, claimed costs for transportation, lodging, meals, and incidental expenses are allowable subject to the limitations contained in the following paragraphs.

(b) If this contract is with a commercial organization, Federal Acquisition Regulation (FAR) 31.205-46 governs the allowability of travel costs.

(1) Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the:

-- Federal Travel Regulation (FTR), prescribed by the General Services Administration, for travel in the conterminous 48 United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 022-001-810003-7. (For travel costs incurred after December 31, 1998, the contractor may choose to satisfy the limitation on allowable travel costs by using either the FTR maximum per diem rates and definitions of lodging, meals, and incidental expenses in effect on December 31, 1998, or by using the revised FTR rates and definitions that became effective January 1, 1999; provided however, that the contractor must make one uniform selection for all relevant contracts.);

-- Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, Stock No. 908-010-00000-1; or

-- Standardized Regulations (government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in subparagraph (b)(1) above, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-00000-0.

(2) Contractors may choose to be compensated for travel by using the Government per diem rate or the actual expenses method. Payment under either method chosen cannot exceed the maximum per diem rate in subparagraph (b)(1) of this clause unless the contractor receives advance approval by the contracting officer under the conditions in FAR 31.205-46(a)(3). Such costs are subject to the limitations stated herein, and the method used must result in a reasonable charge.

(i) If the per diem rate is chosen, the contractor is required to provide receipts for transportation, lodging, and any other expenditures on the contractor's invoice which are in excess of \$75.00.

(ii) If the actual cost method is chosen, the contractor must provide supporting documentation and receipts to support actual costs incurred for all expenditures.

(3) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing; require travel during unreasonable hours; involve excessively prolonged travel; result in increased savings that would offset transportation costs; are not reasonably adequate for the physical or medical needs of the traveler; or are not reasonably available to meet mission requirements. Any airfare costs in excess of the above standard must be documented and justified to be allowable.

(c) If this contract is with an educational institution, Office of Management and Budget (OMB) Circular No. A-21, Cost Principles for Educational Institutions, governs the allowability of travel costs.

(1) Costs incurred by employees and officers for lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as a result of an institutional policy and the amounts claimed represent reasonable and allocable costs.

(2) Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, results in reasonable charges, and is in accordance with the institution's travel policy and practices consistently applied to all institutional travel activities.

(3) Airfare costs in excess of the lowest available commercial discount airfare or customary standard (coach or equivalent) airfare are unallowable except when such accommodations require circuitous routing; require travel during unreasonable hours; excessively prolong travel; greatly increase the duration of the flight; result in increased cost that would offset transportation savings; or offer accommodations not reasonably adequate for the medical needs of the traveler. In order for airfare costs in excess of the customary standard commercial airfare to be allowable, e.g., use of first-class airfare, the institution must justify and document the applicable condition(s) set forth above.

(d) If this contract is with a State, local, or federally recognized Indian tribal government, Office of management and Budget (OMB) Circular No. A-87 governs the allowability of travel costs.

(1) Travel costs are allowable for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business incident to this contract.

(2) Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip, and results in charges consistent with those normally allowed in like circumstances in nonfederal activities.

(3) The difference in cost between first-class air accommodations and less-than-first-class air accommodations is unallowable except when less-than-first-class air accommodations are not reasonably available.

(e) If this contract is with a nonprofit organization, Office of Management and Budget (OMB) Circular No. A-122 governs the allowability of travel costs.

(1) Travel costs for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business are allowable when they are directly attributable to specific work under the contract or are incurred in the normal course of administration of the organization.

(2) Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used results in charges consistent with those normally allowed by the organization in its regular operations.

(3) The difference in cost between first-class air accommodations and less-than-first-class air accommodations is unallowable except when less-than-first-class air accommodations are not reasonably available to meet necessary mission requirements, such as where less-than-first-class accommodations require circuitous routing; require travel during unreasonable hours; greatly increase the duration of the flight; result in additional costs which would offset the transportation savings; or offer accommodations which are not reasonably adequate for the medical needs of the traveler.

(4) Direct charges for foreign travel costs are allowable only when the travel has received prior approval of the contracting officer. Each separate foreign trip must be approved. For purposes of this clause, foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions. However, for an organization located in foreign countries, the term "foreign travel" means travel outside that country.

(f) The contractor is required to make a good faith effort to obtain the lowest possible airfare in accordance with the foregoing applicable paragraph. This effort can be accomplished by a professional travel representative or an employee of the contractor. The contractor should be prepared to defend any contractor-acquired airfare charges if the Government questions invoiced airfare charges as not being the lowest.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at this address: <http://www.arnet.gov/far>.

52.202-1	Definitions (Oct 1995)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Jun 1996)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records--Negotiation (Jun 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.216-22	Indefinite Quantity (Oct 1995)
52.219-6	Notice of Total Small Business Set-Aside (Jul 1996)
52.219-8	Utilization of Small Business Concerns (Oct 1999)
52.219-14	Limitations on Subcontracting (Dec 1996)
52.222-3	Convict Labor (Aug 1996)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) Alternate I (Apr 1984)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.223-6	Drug-Free Workplace (Jan 1997)
52.223-14	Toxic Chemical Release Reporting (Oct 1996)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-17	Rights in Data - Special Works (Jun 1987)
52.229-3	Federal, State, and Local Taxes (Jan 1991)

52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (Apr 1984)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (May 1997)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-11	Extras (Apr 1984)
52.232-17	Interest (Jun 1996)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Jun 1997)
52.233-1	Disputes (Dec 1998) Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes - Fixed-Price (Aug 1987) Alternate I (Apr 1984)
52.244-2	Subcontracts (Aug 1998)
52.246-25	Limitation of Liability -- Services (Feb 1997)
52.249-2	Termination For Convenience of the Government (Fixed-Price) (Sep 1996)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

I.2 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.3 1452.215-70 Examination of Records by the Department of the Interior (Apr 1984) Deviation (Aug 1996)

For purposes of the Examination of Records by the Audit and Records--Negotiation (Jun 1999) clause of this contract (FAR 52.215-2), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

I.4 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract completion, including any options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$100,000;

(2) Any order for a combination of items in excess of \$100,000; or

(3) A series of orders from all ordering offices in any schedule year (Base Year and any Option Year) that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.217-9 Option to Extend the Term of the Contract (Nov 1999)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.7 WBR 1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace--Bureau of Reclamation (Oct 1998)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

I.8 1452.228-70 Liability Insurance--Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract

services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.9 52.244-6 Subcontracts for Commercial Items and Commercial Components (Oct 1998)

(a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 52.232-34 Payment by Electronic Funds Transfer—other Than Central Contractor Registration (May 1999)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") prior to submission of first payment invoice. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.11 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

THERE IS NO INFORMATION INCLUDED IN THIS SECTION

PART IV - REPRESENTATIONS AND INSTRUCTIONS

(This Part will be removed from the contract document)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

K.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at this address: <http://www.arnet.gov/far>.

52.203-11 Certification and Disclosure Regarding Payments to Influence
Certain Federal Transactions (Apr 1991)

K.2 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 Taxpayer Identification (Mar 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN:_____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis._____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:

Name _____
 TIN _____

K.4 52.204-5 Women-owned Business (Other Than Small Business) (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it () is a women-owned business concern.

K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (*check applicable block*) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, County, State, and Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

K.7 52.219-1 Small Business Program Representations (May 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 8742.

(2) The small business size standard is \$5.0 million average annual receipts for an offeror's preceding 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;
and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 WBR 1452.209-900 Offeror Responsibility Data—Bureau of Reclamation—Lower Colorado Region (Nov 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each offeror shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the offer submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at this address: <http://www.arnet.gov/far>.

52.204-6	Data Universal Numbering System (DUNS) Number (Jun 1999)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-1	Instructions to Offerors--Competitive Acquisition (Feb 2000)

L.2 WBR 1452.211-80 Notice of Intent to Acquire Metric Products and Services--Bureau of Reclamation (Mar 1993)

(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

L.3 1452.215-71 Use and Disclosure of Proposal Information--Department of the Interior
(Apr 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose

other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

L.4 WBR 1452.215-80 Source Evaluation and Selection Procedures--Bureau of Reclamation (Jan 1998)

The Government will evaluate proposals submitted under this solicitation, conduct negotiations (unless award is made without discussions on the basis of initial proposals in accordance with the Instructions to Offerors - Competitive Acquisition provision of this solicitation), and select a source for contract award in accordance with procedures contained in FAR Part 15, Department of the Interior Acquisition Regulation (DIAR) Part 1415 (48 CFR 1415) and Bureau of Reclamation Acquisition Regulation WBR Part 1415. These procedures are summarized as follows:

(a) Technical evaluation. A Technical Proposal Evaluation Committee has been established to objectively evaluate technical proposals in accordance with the Evaluation Factors for Award -- Bureau of Reclamation provision in Part IV, Section M of this solicitation. Technical proposals shall be submitted in accordance with the Technical Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation.

(b) Cost or price evaluation. An objective cost or price evaluation of contract pricing proposals will be made in accordance with the Evaluation Factors for Award provision in Part IV, Section M of this solicitation. Pricing proposals shall be submitted in accordance with the Contract Pricing Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation. Pursuant to FAR 15.404-1, cost or price evaluation will be used to determine cost/price reasonableness and the offeror's understanding of, and ability to perform, the prospective contract.

(c) Clarifications. Clarifications are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

(d) Communications. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may be conducted to enhance Government understanding of proposals, allow reasonable interpretation of the proposal, or facilitate the Government's evaluation process. Such communications may not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Communications are for the purpose of addressing issues that must be explored to determine whether a proposal should be placed in the competitive range. They shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns and information relating to past performance.

(e) Competitive range. If discussions are to be conducted, the contracting officer shall establish the competitive range based on the ratings of each proposal against all evaluation

criteria. The competitive range shall comprise all the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The contracting officer may then limit the number of proposals in the range to the greatest number that will permit an efficient competition among the most highly rated proposals. If, after discussions have begun (see paragraph (g) below), an offeror originally in the competitive range is no longer considered to be among the most highly rated offerors being considered for award, that offeror may be eliminated from the range whether or not all material aspects of the proposal have been discussed, or whether or not the offeror has been afforded an opportunity to submit a proposal revision.

(f) Preaward debriefing of offerors. Offerors excluded from the competitive range or otherwise excluded from further consideration prior to the final source selection decision may request a debriefing before award. The process for requesting and conducting preaward debriefings may be found at FAR 15.505.

(g) Discussions. Discussions are exchanges between the Government and offerors, after establishment of the competitive range, that are undertaken with the intent of allowing the offeror to revise its proposal. These discussions may include bargaining, including persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

(h) Proposal revisions. The contracting officer may request or allow proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of discussions, each offeror in the competitive range shall be given an opportunity to submit a final proposal revision. The contracting officer is required to establish a common cut-off date only for receipt of final proposal revisions. Requests for final proposal revisions shall advise offerors that the final proposal revisions shall be in writing and that the Government intends to make award without obtaining further revisions.

(i) Preaward survey. A Government survey activity may contact an offeror, or visit its facility, to obtain information for determining its financial resources and/or its technical capabilities to perform the work when available information is not sufficient for the Contracting Officer to make a determination regarding contractor responsibility as required by FAR Subpart 9.1. Current financial statements and other information required to make this determination shall be made available to the survey activity. Information provided shall be protected from release or disclosure outside the Government, except as provided in FAR Subpart 24.2, Freedom of Information Act.

(j) Organizational conflicts of interest. Award will not be made to an apparent successful offeror when an organizational conflict of interest is determined to exist and cannot be avoided or mitigated, unless the Contracting Officer determines that award is in the best interest of the United States and a waiver is obtained pursuant to DIAR 1409.503 (48 CFR 1409.503).

(k) Source selection decision. The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and criteria prepared by others, the source selection decision shall represent the SSA's independent judgment. The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

(l) Postaward notice. After contract award, unsuccessful offerors will be provided with written notice regarding contract award (including the information listed in FAR 15.503(b)) by the Contracting Officer. Offerors receiving prior notice of exclusion from the competitive range under paragraph (f) of this provision will not receive this notice.

(m) Postaward debriefing of offerors. An offeror shall be debriefed and furnished the basis for the source selection decision and contract award if its written request is received by the contracting officer within three days after the offeror receives notice of contract award. The process for requesting and conducting postaward debriefings may be found at FAR 15.506.

L.5 WBR 1452.215-81 General Proposal Instructions--Bureau of Reclamation (Jan 1998)

In addition to the requirements of the Instructions to Offerors - Competitive Acquisitions provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) General contents. Each proposal shall:

- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
I	Representations, Certifications, and Other Statements of Offerors.	1
II	Technical Proposal	2
III	Pricing Proposal	1

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

(d) Representations, certifications, and other offeror statements (Volume I). Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

(1) A fully executed Solicitation, Offer, and Award form required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I;

(2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;

(3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;

(4) Make or Buy Program (if applicable); any waivers of any solicitation provisions or contract clauses; and

(6) A summary of any exemptions from, or deviations to, any other solicitation requirements.

(e) Technical Proposal (Volume II). The requirements for the Technical Proposal are contained in provision L.6, WBR 1452.215-82 Technical Proposal Instructions--Bureau of Reclamation (Jan 1998).

(f) Pricing Proposal (Volume III). The requirements for the Technical Proposal are contained in provision L.7, WBR 1452.215-83 Pricing Proposal Instructions--Bureau of Reclamation (Jan 1998). Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

L.6 WBR 1452.215-82 Technical Proposal Instructions--Bureau of Reclamation (Jan 1998)

(a) General. The technical proposal shall be identified as Volume II of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. It should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines. It should be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

(1) Table of contents. The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;

(3) Enclosures. The enclosures shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;

(4) Executive summary. The Executive Summary shall include a brief discussion of how the required work will be performed and important highlights of the proposal.

(5) Technical approach proposed to accomplish the work statement. The discussion of the technical approach shall:

(i) Contain detailed explanations of proposed approaches to performing and accomplishing the work, including preliminary design and other information indicating configuration and functions of components as applicable, and a specific outline of the actual tasks proposed to be performed in order to complete the work. Repeating the work statement without elaborating on the specific tasks to be performed is unacceptable;

(ii) Contain a specific statement of any problems or major difficulties anticipated in performing or accomplishing the work, an evaluation of the various methods considered for resolution of the problems/difficulties, substantiation of the method(s) selected, principles or techniques which are proposed to solve the problem, and the degree of success expected;

(iii) Include specific statements of any interpretations, deviations, and exceptions to the work statement, specifications, or other solicitation requirements (unless alternate proposals are permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, offerors are cautioned that deviations and exceptions to the solicitation requirements may be detrimental to the evaluation of a proposal);

(iv) In accordance with the work statement, include a proposed project plan which divides the work into severable tasks or phases which indicates for each task or phase the work to be accomplished, start/completion schedule, milestone chart, and labor hours by labor category including the basis for the hour estimates;

(v) Include a discussion of the method(s) and resources to be used in timely preparation and transmittal of reports and submittals required by the solicitation;

(vi) Include an estimate of the extent of anticipated subcontracting together with a list of items or work to be subcontracted; and

(vii) Address each of the factors listed in the Technical Evaluation Criteria in Part IV, Section M of this solicitation.

(6) Project Management. Include the proposed organization to manage the work, its relationship to the offeror's overall corporate structure, and the function and responsibilities of any subcontractors.

(7) Personnel Qualifications. Include the following information on personnel qualifications:

(i) The identity of specific personnel to be assigned to perform the requirements contained in the work statement;

(ii) The names of specific key personnel to be assigned for direct work on the project and as direct technical supervisors including education, background and experience, accomplishments, and other pertinent information;

(iii) Any additional personnel required for full employment, subcontract, or consultation and the source from which they will be obtained;

(iv) A statement of assurance that the proposed additional personnel will be available for work on this contract; and

(v) A list of alternate personnel sources to be utilized in the event proposed personnel are not available as planned (Include full resume by name of all additional personnel listed);

(8) Offeror Experience and Past Performance. Provide a list of projects similar in scope and magnitude to the work required under this solicitation which the offeror has completed during the last 3 years. For each project, include:

(i) Name of the project;

(ii) Description of the work;

(iii) Contract number, date and type;

(iv) Name and address of the acquiring Government agency or commercial customer;

(v) Initial contract amount and final contract amount;

(vi) Any problems encountered in performance of the work and corrective action(s) taken; and

(vii) Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

(d) Cost/Price Information. To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

(e) Facilities and equipment information. The offeror shall provide information on any special plant, equipment, or test facilities (including Government property) required to perform and accomplish the work statement. The need for the special equipment or facilities shall be fully substantiated and include the extent to which the work can be accomplished without them. Information on alternate sources considered for the equipment or facilities shall also be included.

L.7 WBR 1452.215-83 Pricing Proposal Instructions--Bureau of Reclamation (Jan 1998)

(a) General. The pricing proposal shall be identified as Volume III of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approach(es) proposed in the technical proposal (Volume II). Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) Table of contents. The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;

(3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal.

(4) Pricing proposal breakdown. The offeror shall submit Section B of the contract Schedule (Part I of this solicitation) with its proposed total prices/costs for each contract line item (including any options) and proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted. Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.

(d) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(e) Page Numbering. All pages in the cost proposal should be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(f) Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

(g) Alternate Proposals. If submission of alternate technical proposals is permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, the offeror shall submit a separate, detached pricing proposal conforming to the requirements of this

provision for each alternate submitted. The alternate pricing proposal(s) shall be clearly labeled and identified.

L.8 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm-fixed price indefinite quantity - indefinite delivery contract resulting from this solicitation.

L.9 52.233-2 Service of Protest (Aug 1996) Department of the Interior (Jul 1996) (Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.10 WBR 1452.233-80 Agency Procurement Protests--Bureau of Reclamation (Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested

party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

L.11 52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at this address: <http://www.arnet.gov/far>.

52.217-5 Evaluation of Options (Jul 1990)

M.2 WBR 1452.215-85 Evaluation Factors for Award - Quality Predominance--Bureau of Reclamation (Jan 1998)

(a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

(b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest cost/price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price.

(c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs or prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

(d) The following factors and significant subfactors (if listed), will be considered in evaluating proposals and making the source selection:

Evaluation Factors

Evaluation Subfactors

Technical (comprised of 6 subfactors)

Knowledge and expertise of Colorado River Law

Knowledge and expertise working with Federal, state, and local water issues for the states located within the Upper and Lower Colorado Regions of the Bureau of Reclamation

Knowledge and expertise of Indian water rights

Knowledge and expertise of water marketing transactions

Knowledge and expertise of water treaties between the United States and Mexico

Capability to draft various documents on water related issues from information obtained at meetings and from general research

Offeror Background, Experience, and Past Performance (comprised of 2 subfactors)

Offeror Background and Experience

Offeror Past Performance

Price (Total of all Schedules)

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows:

(1) Technical (65% of the total evaluation weight)

Qualification of the personnel who are to work on the contracted tasks and general qualifications of the offerors will be evaluated for as to how they relate to each of the following subfactors. The first subfactor below (i) has one and one-half times the weight of the second subfactor below (ii). The second through the sixth subfactor below (ii through vi) are of equal weight:

(i) Knowledge and expertise of Colorado River Law

(ii) Knowledge and expertise working with Federal, state, and local water issues for the states located within the Upper and Lower Colorado Region of the Bureau of Reclamation

- (iii) Knowledge and expertise of Indian water rights
- (iv) Knowledge and expertise of water marketing transactions
- (v) Knowledge and expertise of water treaties between the United States and Mexico
- (vi) Capability to draft various documents on water related issues from information obtained at meetings and from general research

(2) Offeror Background, Experience, and Past Performance (15% of the total evaluation weight)

The offeror's background, experience, and past performance over the last five years for projects which are similar to the work required to be performed under this solicitation will be evaluated for each of the following subfactors. The offeror's past performance will be evaluated by reviewing past performance information for projects performed by the offeror, including predecessor companies, key personnel, or subcontractors. Offerors with no relevant past performance history will receive scores of 60 percent of the evaluation weight for company past performance. The first subfactor below (i) has twice the weight of the second subfactor below (ii).

- (i) Offeror background and experience
- (ii) Offeror past performance

(3) Price - total for all schedules (20% of the total evaluation weight).